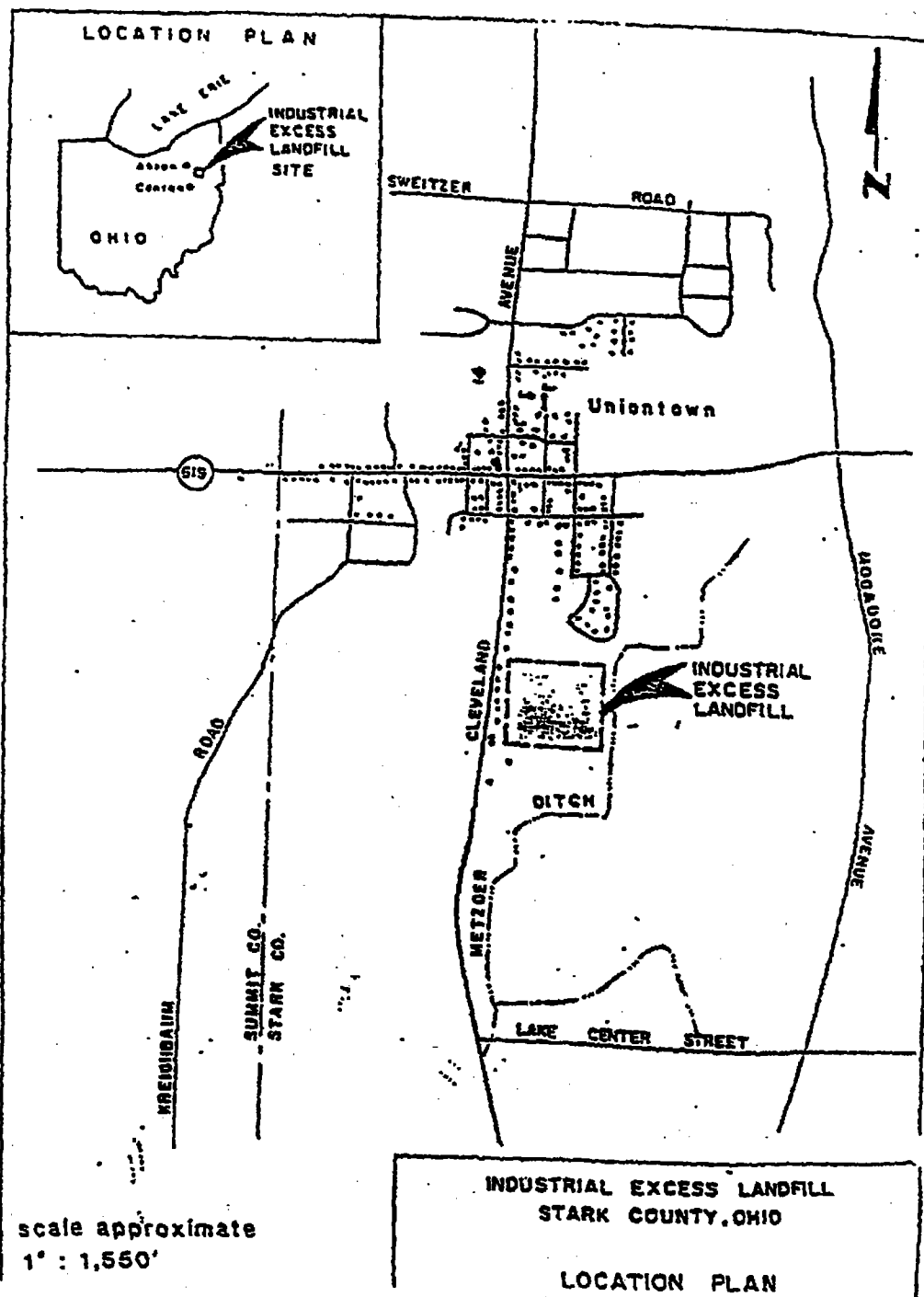
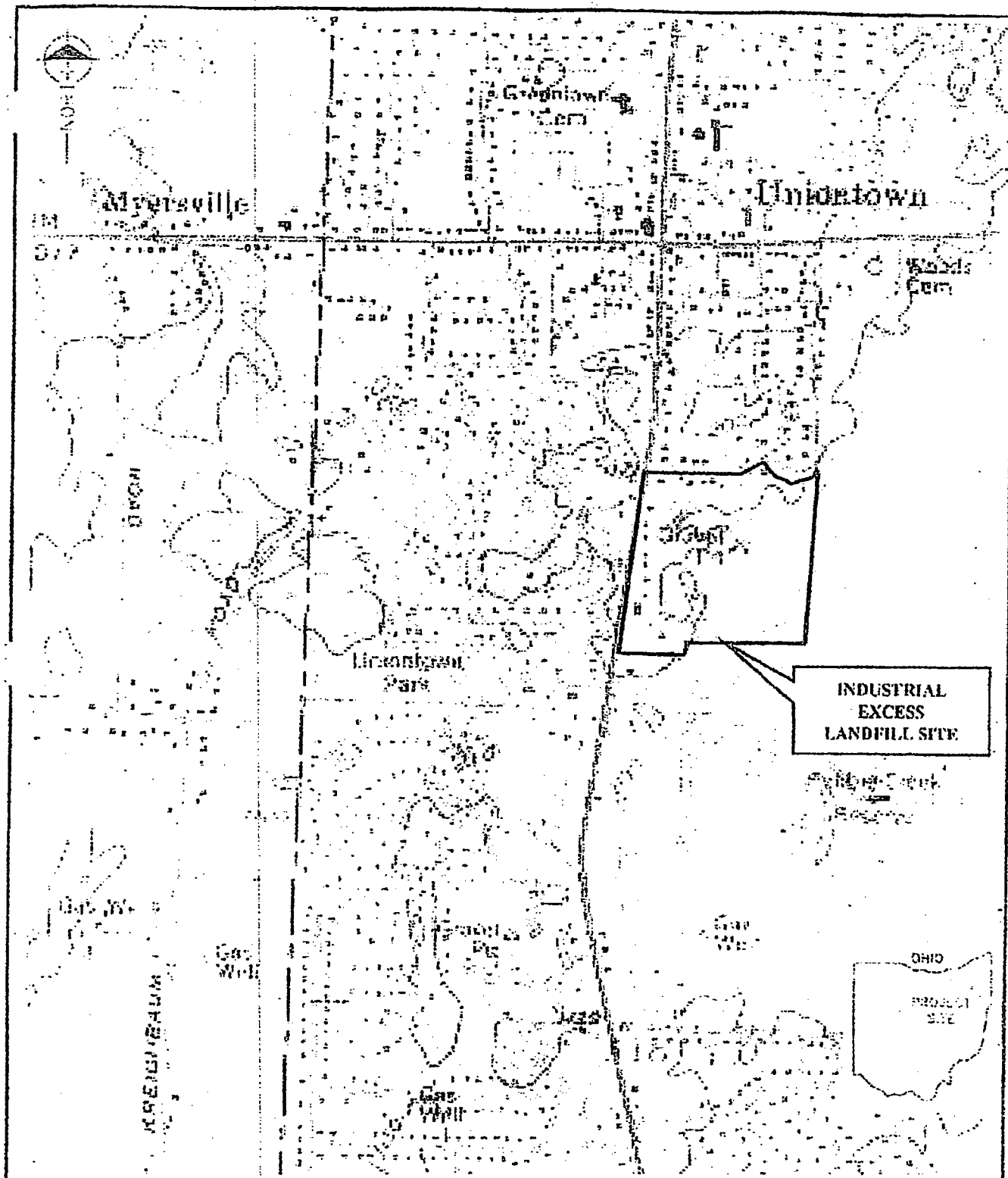


# Appendix A





# **SITE LOCATION MAP**

INDUSTRIAL EXCESS LANDFILL  
UNIONTOWN, OHIO

FIGURE

1

PROJECT NUMBER  
2101

DATE  
08/15/03

FILE NAME  
2101/FIG.1

SCALE  
11.75

## **Appendix B**

<b><u>Document</u></b>	<b><u>Date</u></b>
Deposition of Hyman Budoff	November 14, 2005
Compilation of income tax basis of Hybud Equipment as June 30, 1994 and 1993 related statement of income and retained earnings prepared by Reaven, Carey, & Associates	August 26, 1994
Integrated Assessment of Parcel 6712381 for the Tax Year 2005	November 3, 2005
Letter from Ronald Bake, President of Waste Management of Ohio, Inc. to Hyman Budoff, Budoff Iron & Metal company, Hybud Equipment Corporation regarding sale to Waste Management of certain assets	May 27, 1993
Integrated Assessment of Parcel 6755912 for Tax Year 2005	November 12, 2005
Settlement Statement of Sale between Waste Management of Ohio and Hyman Budoff et al.	April 21, 1994
Open-End Mortgage between Hybud Equipment Corporation to Budoff Iron & Metal Company, Inc.	January 27, 2000
Satisfaction of Mortgage between Hybud Equipment Corporation and Budoff Iron & Metal Company Inc.	February 27, 2004
Hybud Equipment's financial statement for the year ended in June 30, 1994	November 11, 2005
Deposition of Charles M. Kittinger	December 4, 2000, January 3, 2001, January 4, 2001
Letter to Attorney Steve C. Gold	July 10, 2007
Responses to United States' First Set of Interrogatories and First Request for Production of Documents to Hybud Equipment Corporation	April 15, 1993
Responses to United States' First Set of Interrogatories and First Request for Production of Documents to Industrial Excess Landfill, Inc. (IEL), attaching: 1. Agreement between IEL and Charles M. Kittinger and Merle Kittinger dated 5-16-68; 2. Warranty Deed for real estate owned by IEL dated 5-23-68; 3. Agreement between Hyman Budoff and Charles Kittinger, Jr. dated 4-10-68; and 4. Agreement between IEL and Gene Laston dated 4-1-72	June 28, 1994
Responses to United States' First Set of Interrogatories and First Request for Production of Documents to Hyman Budoff	July 5, 1994
Supplemental Responses to United States' First Set of Interrogatories and First Request for Production of Documents to Hybud Equipment Corporation	March 1, 1995
Supplemental Responses to United States' First Set of Interrogatories and First Request for Production of Documents to Hyman Budoff	March 1, 1995

Supplemental Responses to United States' First Set of Interrogatories and First Request for Production of Documents to Industrial Excess Landfill, Inc.	March 1, 1995
Letter to Steve C. Gold, Esq. from Louis E. Tosi, Esq., attaching closing transcript for sale of assets of Hybud Equipment Corp. and Budoff Iron & Metal Co., Inc. to Waste Management of Ohio, Inc. dated April 20, 1994	April 12, 2001
Letter to Steve C. Gold, Esq., attaching: <ol style="list-style-type: none"> <li>1. DOJ Financial Statement of Debtor (Form OBD-500) completed by Hyman Budoff dated 2-20-04;</li> <li>2. DOJ Financial Statement of Debtor (Form OBD-500C) completed by Hybud Equipment Corporation dated 2-20-04;</li> <li>3. DOJ Financial Statement of Debtor (Form OBD-500C) completed by Industrial Excess Landfill, Inc. dated 2-20-04;</li> <li>4. Copy of the Ohio Supreme Court's decision in <i>Hybud Equipment Corporation vs. Sphere Drake Insurance Company, Ltd.</i> (1992), 64 Ohio St. 3d 657, 597 N.E. 2d 1096; and</li> <li>5. Copy of Judge Manos' Memorandum of Opinion and Order dated May 7, 1993, <i>aff'd</i> 47 F. 3d 1168 (6<sup>th</sup> Cir. 1995), <i>cert. denied</i>, 516 U.S. 819, 116 S. Ct. 78, 133 L. Ed. 2d 37 (1995)</li> </ol>	February 23, 2004
Letter to Steve C. Gold, Esq., attaching Comments and Objections of Industrial Excess Landfill, Inc., Hybud Equipment Corporation, and Hyman Budoff	July 22, 2004
Letter to Steve C. Gold, Esq., attaching Purchase Agreement for Parcel No. 22-03796 dated 12-3-03, and Closing Statement dated 3-2-04	August 18, 2004
Letter to Steve C. Gold, Esq., attaching: <ol style="list-style-type: none"> <li>1. Hyman Budoff's U.S. Individual Income Tax Returns (IRS Forms 1040) for years 1993 through 2004;</li> <li>2. Industrial Excess Landfill, Inc.'s U.S. Corporation Income Tax Returns (IRS Forms 1120) for the years 1993, 1994, and 1996;</li> <li>3. U.S. Corporation Income Tax Returns (IRS Form 1120) for Hybud Equipment Corporation for the years ended June 30, 1998, June 30, 1999, June 30, 2000, June 30, 2001, June 30, 2002, June 30, 2003, June 30, 2004, and June 30, 2005;</li> <li>4. Hybud Equipment Corporation's financial statement for the year ended June 30, 1994;</li> <li>5. Budoff Iron &amp; Metal Co., Inc. tax returns for the years ended June 30, 1998, June 30, 1999, June 30, 2000, June 30, 2001, June 30, 2002, June 30, 2003, June 30, 2004, and June 30, 2005;</li> <li>6. Budoff Iron &amp; Metal Co., Inc. financial statements for the</li> </ol>	November 11, 2005

<p>periods ended June 30, 1993 and June 30, 1994;</p> <p>7. Hybud Waste Industries, Inc. tax returns for the years ended June 30, 1998, June 30, 1999, June 30, 2000, June 30, 2001, June 30, 2002, June 30, 2003, June 30, 2004, and June 30, 2005;</p> <p>8. Amended and Restated Hyman Budoff Trust and two subsequent Amendments; and</p> <p>9. Deed and Real Estate Tax Valuation for home owned by the Lourice Budoff Trust</p>	
<p>Letter to Steve C. Gold, Esq., attaching:</p> <ol style="list-style-type: none"> <li>1. Financial Statement of Corporate Debtor (Form OBD-500C) completed by Hybud Waste Industries, Inc. dated 11-16-05;</li> <li>2. Financial Statement of Corporate Debtor (Form OBD-500C) completed by Budoff Iron &amp; Metal Company, Inc. dated 11-16-05;</li> <li>3. Financial Statement of Corporate Debtor (Form OBD-500C) completed by Hybud Equipment Corporation dated 11-16-05;</li> <li>4. Financial Statement of Corporate Debtor (Form OBD-500C) completed by Industrial Excess Landfill, Inc. dated 11-16-05; and</li> <li>5. Financial Statement of Debtor (Form OBD-500) completed by Hyman Budoff dated 11-16-05.</li> </ol>	November 29, 2005
Letter to Steve C. Gold, Esq., responding to letter dated 10-5-05 that was not transmitted until November 30, 2005	December 5, 2005
<p>Letter to Steve C. Gold, Esq., attaching:</p> <ol style="list-style-type: none"> <li>1. Responses to Plaintiffs' First Coordinated Supplemental Interrogatories and Requests for Production of Documents to Defendant Hyman Budoff;</li> <li>2. Responses to Plaintiffs' First Coordinated Supplemental Interrogatories and Requests for Production of Documents to Defendant Hybud Equipment Corporation; and</li> <li>3. Responses to Plaintiffs' First Coordinated Supplemental Interrogatories and Requests for Production of Documents to Defendant Industrial Excess Landfill, Inc.</li> </ol>	December 6, 2005
<p>Responses to Plaintiffs' First Coordinated Supplemental Interrogatories and Requests for Production of Documents to Defendant Hybud Equipment Corporation, attaching:</p> <ol style="list-style-type: none"> <li>1. Warranty Deed to Hybud's remaining parcel of real estate;</li> <li>2. Stark County Auditor's Property Record Card for Hybud's real estate;</li> <li>3. Stark County Current Parcel Value Summary for Hybud's real estate;</li> <li>4. Key Bank's McDonald Financial Group Account Statement for the period 10-1-05 to 10-31-05;</li> </ol>	December 6, 2005

<ol style="list-style-type: none"> <li>5. Articles of Incorporation of L.A.D.E. Corp.;</li> <li>6. L.A.D.E. Inc. Special Joint Meeting as of June 3, 1994;</li> <li>7. HUD Settlement Statement dated March 2, 2004;</li> <li>8. Hybud Equipment Corporation Share Certificate issued to Hybud Waste Industries, Inc. for 50 shares dated 1-2-88; and</li> <li>9. Hybud Equipment Corporation Share Certificate issued to Hybud Waste Industries, Inc. for 100 shares dated 1-2-88</li> </ol>	
<p>Responses to Plaintiffs' First Coordinated Supplemental Interrogatories and Requests for Production of Documents to Defendant Hyman Budoff, attaching:</p> <ol style="list-style-type: none"> <li>1. National City Bank Money Market Savings account statement for period 10-4-05 to 11-1-05 issued to Hyman Budoff Trustee;</li> <li>2. McDonald Financial Group Account Statement dated 10-31-05 issued to Hyman Budoff Trust;</li> <li>3. Hybud Equipment Corporation Share Certificate issued to Hyman Budoff for 100 shares dated 7-10-56, and marked cancelled 1-2-88;</li> <li>4. Hybud Equipment Corporation Share Certificate issued to Hyman Budoff for 50 shares dated 7-1-71, and cancelled 1-2-88;</li> <li>5. Affidavit of Loss of Stock Certificate dated 1-2-88;</li> <li>6. Received Certificate No. 1 transferring 90 shares of Budoff Iron &amp; Metal Co. Inc. from Hyman Budoff to Hybud Waste Industries, Inc. dated 1-2-88;</li> <li>7. Hybud Waste Industries Inc. Share Certificate issued to Hyman Budoff for 471 shares of preferred stock dated 1-22-88, and cancelled 9-16-94;</li> <li>8. Hybud Waste Industries Inc. Share Certificate issued to Hyman Budoff, Trustee, Amended and Restated Hyman Budoff Trust for 471 shares of preferred stock dated 9-16-94;</li> <li>9. Amendment to Articles of Incorporation of Hybud Waste Industries, Inc. dated 1-19-88;</li> <li>10. Hybud Waste Industries, Inc. Ten-Year 10% Debenture Due January 2, 1998, issued to Hyman Budoff dated 1-2-88; and</li> <li>11. Extension of Debenture Agreement dated 1-2-98</li> </ol>	December 6, 2005
<p>Responses to Plaintiffs' First Coordinated Supplemental Interrogatories and Requests for Production of Documents to Defendant Industrial Excess Landfill, Inc., and documents attached thereto:</p> <ol style="list-style-type: none"> <li>1. U.S. Corporation Income Tax Return for 1992;</li> <li>2. Stark County Auditor's Property Record Card for IEL's real estate;</li> </ol>	December 6, 2005

3. Stark County Auditor's Current Parcel Value Summary for IEL's real estate; and 4. Stark County Treasurer's Tax Lien document for IEL's real estate	
Letter to Steve C. Gold, Esq.	December 8, 2005
Letter to Steve C. Gold, Esq.	December 27, 2005
Letter to Assistant Attorney General attaching Comments of Industrial Excess Landfill, Inc., Hybud Equipment Corporation, and Hyman Budoff.	July 28, 2006
Letter to Steve C. Gold, Esq.	January 3, 2007
Letter to Ms. Marcy A. Toney, attaching: 1. Affidavit of Hyman Budoff; and 2. Collector's Indemnification Agreements	February 22, 2007
Letter to Ms. Marcy A. Toney	March 27, 2007
Account statements and holding sheets presented in person to Steve Gold attaching: 1. CIS Certificate/Deposit Detail dated 5-21-07 for Hyman Budoff Trust; 2. National City Bank account Statement for period April 11, 2007 – May 11, 2007 for Hyman Budoff; 3. National City Bank Maturity Notice for your Certificate of Deposit for Hyman Budoff, Trustee Under Budoff Trust dated 4-2-07; 4. National City Bank Certificate of Deposit Receipt for Hyman Budoff, Trustee dated 3-16-07; 5. UBS Financial Services, Inc. Resource Management Account Statement for Hyman Budoff Trustee, Hyman Budoff Trust, for April 2007; 6. UBS Financial Services, Inc. UBS Strategic Advisor Statement for Budoff Iron & Metal Co., Inc. for April 2007; 7. UBS Financial Services, Inc. Business Services Account BSA Statement for Budoff Iron & Metal Co., Inc. for April 2007; 8. UBS Financial Services, Inc. Business Services Account BSA Statement for Hybud Equipment Corporation for April 2007; 9. Current Parcel Value Summary for Parcel No. 22-04130 owned by Hybud Equipment Corporation; 10. Tax bill from Stark County Treasurer dated 5-11-2007 for Parcel No. 22-04130 owned by Hybud Equipment Corporation; 11. Parcel and Tax Information Document from Stark County Treasurer for Parcel No. 22-04130 owned by Hybud Equipment Corporation; 12. UBS Financial Services, Inc. Business Services Account BSA Statement for Hybud Waste Industries for April 2007;	May 22, 2007

13. Current Parcel Value Summary for Industrial Excess Landfill, Inc.'s real estate; 14. Tax bill from Stark County Treasurer dated 5-11-2007 for Industrial Excess Landfill, Inc.'s real estate; and 15. Parcel and Tax Information Document from Stark County Treasurer for Industrial Excess Landfill, Inc.'s real estate	
Deposition of Hyman Budoff	December 12, 2000, December 13, 2000, January 4, 2001 & January 5, 2001
Cross-claims filed by Budoff defendants in U.S. v. IEL and State of Ohio v. IEL, Case Nos. 5:89-CV-1988 and 5:91-CV-2559 (USDC ND Ohio)	December 6, 1989



# Appendix C

110 GUARANTY DEED, FROM A CORP. TO A CORP.

836

PAID LOST FIRST DEED  
COLUMBIA FALLS, O.

## Know all Men by these Presents

INDUSTRIAL WASTE LANDFILL, INC., a Corporation, the Grantor,

for the consideration of Ten Dollars (\$ 10.00)

received to its full satisfaction of BRUNO SPRINGER CORPORATION  
556 Beacon Street, Akron, Ohio

a Corporation, the Grantee, does give, grant, bargain, sell and convey unto the said Grantor, its  
successors and assigns, the following described premises, situated in the Township \_\_\_\_\_ of

Lake County of Stark and State of Ohio:

And known as and being a part of the southeast and southwest quarter of Section 17,  
Township 12, (Lake) Range 11, Stark County, Ohio, beginning at the northwest  
corner of the southeast quarter Section 17, thence south along the west line of  
the southeast quarter 685.15 feet to a point; thence north 86 degrees 10 minutes  
west 65.8 feet to the center of the Canton-Akron road; thence south 10 degrees 00  
minutes west along the center of said road 379.02 feet to a point and the place of  
beginning for the tract herein described; thence south 85 degrees 44 minutes east  
435.00 feet to a stake; thence south 10 degrees 00 minutes west 150.00 feet to  
a stake; thence north 85 degrees 44 minutes west 435.00 feet to a point in the  
center of the Canton-Akron road; thence north 10 degrees 00 minutes east along the  
center of said road 150.00 feet to a point and the place of beginning, containing  
1.471 acres more or less, but subject to all legal highways.

\*\*\*

**TRANSFERRED**

350  
JAN 10 1950

RECORDED  
STARK COUNTY AUDITOR  
CERTIFICATE

IN COMPLIANCE  
WITH ORC 319.202

JAN 10 1950

WILLIAM D. SCOTT  
STARK COUNTY AUDITOR

52.00 FEE RB

CERT

be the same more or less but subject to all legal highways.

00290

To Have and to Hold the above granted and bargained premises, with the appurtenances thereto belonging, unto the said Granter, its successors and assigns forever. And.....

INDUSTRIAL EXCESS LANDFILL, INC. the said Granter does for itself and its successors and assigns covenant with the said Granter, its successors and assigns, that as and when the encasing of these premises, it is well seized of the above described premises, on a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all incumbrances whatsoever except encumbrances of record, and real estate taxes and first mortgage to Firsttown Bank which grantee assumes and agrees to pay.

and that it with WARRANT AND DEFEND said premises, with the appurtenances thereto belonging, to the said Granter, its successors and assigns forever, against all lawful claims and demands whatsoever except those stated above.

In Witness Whereof said Corporation hereto sets its hand and corporate seal, by

Hyman Badoeff its President and

Joseph H. Cronleigh, Jr. its Secretary this

17<sup>th</sup> day of December in the year of our Lord One Thousand

Nine Hundred and Seventy-Nine.

INDUSTRIAL EXCESS LANDFILL, INC.

Signed and acknowledged in presence of

James E. McConville  
Michael J. O'Leary

BY Hyman Badoeff, President

BY Joseph H. Cronleigh, Jr.

State of Ohio,

County, ss.

Before me, a Notary Public in and for said County and State personally appeared the above named

INDUSTRIAL EXCESS LANDFILL, INC.

Hyman Badoeff its President and

Joseph H. Cronleigh, Jr. its Secretary who

acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

In Testimony Whereof, I have hereto set my hand and official seal, at

Notary Public Date of Office  
My commission expires on  
Dec. 31, 1980

Akron, Ohio this 17<sup>th</sup> day of

December A.D. 1979

This instrument prepared by

Joseph E. McConville

Joseph E. McConville  
Notary Public

RECEIVED

836  
INDUSTRIAL EXCESS LANDFILL, INC.

TO  
HYDUS EQUIPMENT CORPORATION

Transferred 19

COUNTY AUDITOR

County of Ohio

Recorded for Record on the

day of Jan 11 1980

at 2:52 o'clock P.M.

and Indexed JAN 11 1980

Book 181 Page 52

James E. McConville

COUNTY RECORDER

Recorder's fee \$ 5.00

# Appendix D

VOL 3319 PAGE 251

211072

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, CHARLES M. KITTINGER and MERLE B. KITTINGER, Husband and Wife, the Grantors, who claim title by or through instrument recorded in Volume      Page      County Recorder's Office, for the consideration of One Dollar and other valuable consideration (\$1.00) received to their full satisfaction of INDUSTRIAL EXCESS LANDFILL, INC. a corporation organized and existing under the laws of the State of Ohio, the Grantees whose TAX MAILING ADDRESS will be

do Give, Grant, Bargain, Sell and

Convey unto the said Grantee, its heirs, successors, and assigns, the following described premises, situated in the Township of Lake, County of Stark and State of Ohio:

And known as and being a part of the Southeast Quarter and part of the Southwest Quarter of Section #7, Township #12 Range #8, described as follows: Beginning at the center of Section #7; thence South along the quarter line about 865.5 feet to an iron pin near the Southwest corner of a 4.9 acre lot belonging to L. A. and E. M. Loutzenheiser which is the true place of beginning; thence South 86° 10' East, 1346.5 feet to an iron pin on J. W. Richards West line; thence South 40° 36' West 786.82 feet to an iron pin; thence North 86° 10' West 1483.3 feet to the middle of the Canton Road; thence North 10° East 786.82 feet to a point; thence South 86° 10' East 65.8 feet to the place of beginning, containing 26 acres of land, be the same more or less, but subject to all legal highways.

RECEIVED FOR RECORD  
MAY 29 1968  
at 3:46 clock  
RECORDED MAY 31 1968  
In Stark County Recorder's Office  
Vol. 3319 Page 251  
KENNETH L. MOTTS Recorder Fee 5.00

Also the following described property, known as being a tract in said quarter section; beginning at the Northwest corner of said quarter section South 865.5 feet to a point; thence West 65.8 feet to a point; thence South 10° West 786.82 feet to a point and the true place of beginning of said tract; thence continuing South 10° West 298.2 feet to a point; thence South 85° 44' East 150.8 feet to a point; thence North 40° 56' East 303 feet to a point; thence North 86° 10' West 1483.3 feet to the place of beginning containing 10.245 acres of land, more or less.

EXCEPTING THEREFROM THE FOLLOWING SEVEN (7) DESCRIBED TRACTS:

1. Known as and being a part of the Southeast and Southwest Quarters of Section #7, Township #12, Range #8 Stark County, Ohio, beginning at the Northwest Corner of

IN C...  
WITH C... 319...  
MAY 29 1968  
J. E. YODER  
RECORDED

4401

the Southeast Quarter of Section #7; thence South along the West line of the Southeast Quarter of Section #7; thence South along the West line of the Southeast Quarter 865.56 feet to a point, thence North 86° 10' West 65.8 feet to the center of the Canton-Akron Road; thence South 10° 00' West along the center of said Road 379.02 feet to a point and the place of beginning of the tract herein described; thence South 85° 44' East 435.00 feet to a stake; thence 10° 00' West 150 feet to a stake; thence North 85° 44' West 435.00 feet to a point in the center of the Canton-Akron Road; thence North 10° 00' East along the center of said road 150.0 feet to a point and the place of beginning, containing 1.492. acres of land, more or less (Vol. 1456, Pg. 370)

2. Known as and being a part of the Southeast and Southwest Quarters of Section #7, Township #12, Range #8, described as follows: Beginning at the Northwest corner of the Southeast Quarter of Section #7, thence South along the West line of said Southeast Quarter Section, 865.5 feet to a point in the North line of said 26.0 acre tract; described above; thence along the North line of said 26.0 acre tract; thence North 86° 10' West, 65.8 feet to a point in the center line of the Canton-Akron Road; thence along the center line of said road South 10° 00' West 79.02 feet to a point and the place of beginning of the parcel herein described; thence along the center line of the Canton-Akron Road South 10° 00' West 300.0 feet to a point; thence South 85° 44' East 250.0 feet to an iron pipe; thence parallel with the center line of the Canton-Akron Road North 10° 00' East 300.0 feet to an iron pipe; thence North 85° 44' West 250.0 feet to the place of beginning and containing 1.713 acres as surveyed May 24, 1952 by E. A. Tewksbury, be the same more or less, (Vol. 2007, Pg. 185)

3. Beginning at the Northwest Corner of the Southeast Quarter of Section #7; thence South along the West line of the Southeast Quarter Section 865.5 feet to a point on the North line of the 26.0 acre tract described above; thence along the North line of said 26.0 acre tract North 86° 10' West 65.8 feet to a point in the center line of the Canton-Akron Road; thence along the center line of said road South 10° 00' West 529.02 feet to a point and the place of beginning of the tract herein described; thence continuing along the center line of said Canton-Akron Road South 10° 00' West 75.0 feet to a point; thence South 85° 44' East 250.0 feet to an iron pipe; thence parallel with the center line of said Canton-Akron Road North 10° 00' East 75.0 feet to an iron pipe; thence North 85° 44' West 250.0 feet to the true place of beginning and containing 0.428 acres as surveyed September 15, 1952 by E. A. Tewksbury, (Vol. 2131; Pg. 519).

4. Beginning at the Northwest corner of the Southeast Quarter of Section #7; thence South along the West line of said Southeast Quarter Section 865.5 feet to a point in the North line of the 26.0 acre tract described above; along the North line of said 26.0 acre tract North 86° 10' West 65.8 feet to a point in the center line of the

Canton-Akron Road; thence along the center line of said Road South  $10^{\circ} 00'$  West 604.02 feet to a point and the place of beginning of the tract herein described; thence continuing along the center line of said Road South  $10^{\circ} 00'$  West 106.0 feet to a point; thence South  $85^{\circ} 44'$  East 250.0 feet to an iron pipe; thence parallel with the center line of said Road North  $10^{\circ} 00'$  East 106.0 feet to an iron pipe; thence North  $85^{\circ} 44'$  West 250.0 feet to the place of beginning and containing approximately 0.605 acres as surveyed September 15, 1952, by E. A. Tewksbury, (Vol. 2131, Pg. 519).

5. Beginning at the Northwest corner of the Southeast Quarter of Section #7; thence South along the West line of said Southeast Quarter Section 865.5 feet to a point in the north line of the 26.0 acre tract described above; thence along the North line of said 26.0 acre tract North  $86^{\circ} 10'$  West 65.8 feet to a point in the center line of the Canton-Akron Road; thence Along the center line of said Road South  $10^{\circ} 00'$  West 710.02 feet to a point and the place of beginning of the tract herein described; thence continuing along the center line of said Road South  $10^{\circ} 00'$  West 150.0 feet to a point; thence South  $85^{\circ} 44'$  East 250.00 feet to an iron pipe; thence parallel with the center line of said Canton-Akron Road; North  $10^{\circ} 00'$  East 150.0 to an iron pipe; thence North  $85^{\circ} 44'$  West 250.0 feet to the place of beginning and containing 0.861 acres as surveyed September 15, 1952 by E. A. Tewksbury, (Vol. 2131, Pg. 517).

6. Beginning at the Northwest corner of the Southeast Quarter of Section #7; thence along the West line of said Southeast Quarter Section; thence South 865.5 feet to a point in the North line of the 26.0 acre tract described above; thence along the North line of said 26.0 acre tract North  $86^{\circ} 10'$  West 65.8 feet to a point in the center line of the Canton-Akron Road; thence along the center line of said Road South  $10^{\circ} 00'$  West 860.02 feet to a point; and the real place of beginning of the parcel herein described; thence continuing along the center line of said Road South  $10^{\circ} 00'$  West 100.0 feet to a point; thence South  $85^{\circ} 44'$  East 250.0 feet to an iron pipe; thence parallel with the center line of said Canton-Akron Road North  $10^{\circ} 00'$  East 100.0 feet to an iron pipe; thence North  $85^{\circ} 44'$  West 250.0 feet to the place of beginning and containing 0.571 acres as surveyed September 15, 1952 by E. A. Tewksbury, (Vol. 2131 Pg. 515).

7. Beginning at the Northwest corner of the Southeast Quarter of Section #7; thence South along the West line of said Southeast Quarter Section 865.5 feet to a point in the North line of the 26.0 acre tract described above; thence along the North line of said 26.0 acre tract North  $86^{\circ} 10'$  West 65.8 feet to a point in the center line of the Canton-Akron Road; thence along the center line of said Road South  $10^{\circ} 00'$  West 960.02 feet to a point, and the place of beginning of the parcel herein described; thence continuing along the center line of said Road South  $10^{\circ} 00'$  West 125.0 feet to a point;

thence South 85° 44' East 250.00 feet to an iron pipe; thence parallel with the center line of the Akron-Canton Road North 10 00' East 125.00 feet to an iron pipe; thence North 85° 44' West 250.00 feet to the place of beginning and containing 0.717 acre as surveyed September 15, 1952 by E. A. Tewksbury, (Vol. 2131, Pg. 513).

Leaving to be conveyed by this conveyance 29.855 acres more or less.

Reserving However, an easement across the entire North end of the conveyed tract of land, 40 feet in width for roadway purposes and for ingress and egress to other lands of the Grantor.

Be the same more or less, but subject to all legal highways.

TO HAVE AND TO HOLD, the above granted and bargained premises with the appurtenances thereof, unto the said Grantee, its heirs, successors and assigns forever.

And We, Charles M. Kittinger and Merle B. Kittinger, Husband and Wife, the Said Grantors, do for ourselves and our heirs, executors, and administrators, covenant with the said Grantee, its heirs, successors and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FREE SIMPLE and have the good right to bargain and sell the same in manner and form as above written and that the same are FREE FROM ALL INCUMBRANCES WHATSOEVER except taxes, assessments, limitations, easements, restrictions and leases of record, if any, and that we will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging to the said Grantee its heirs, successors, and assigns, against all lawful claims and demands whatsoever, except as hereinbefore set forth.

And for valuable consideration, I, Charles M. Kittinger, spouse of within Merle B. Kittinger and I, Merle B. Kittinger, spouse of with Charles M. Kittinger, do hereby remise, release and forever

quit-claim unto the said Grantee its heirs, successors and assigns, all our right and expectancy of DOWER in the above described premises.

IN WITNESS WHEREOF, We have hereunto set our hands this 23rd day of May, in the year of our Lord one thousand nine hundred and Sixty-Eight.

Signed and acknowledged in the presence of:

Norman Costick

Charles M. Kittinger  
CHARLES M. KITTINGER

Betty Beal

Merle B. Kittinger  
MERLE B. KITTINGER

STATE OF OHIO )

SS: Before me a Notary Public in and for said  
SUMMIT COUNTY )

County and State, personally appeared the above named CHARLES M. KITTINGER and MERLE B. KITTINGER, Husband and Wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Akron, Ohio, this 24th day of May, 1968.

NOTARY PUBLIC-LIFETIME COM.

This instrument was prepared by:  
Norman Costick  
Attorney-at-Law  
751 First National Tower  
Akron, Ohio 44303

**To be recorded with Deed  
Records - ORC § 317.08**

## **ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by Industrial Excess Landfill, Inc. ("Owner"), the Ohio Environmental Protection Agency ("Ohio EPA"), and the United States, on behalf of the U.S. Environmental Protection Agency ("U.S. EPA"), pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, in a Record of Decision Amendment dated September 27, 2002 (the "ROD"), the EPA Region 5 Superfund Division Director selected a "remedial action" for the Site, which provides, in part, for the following actions: augmentation of existing vegetative cover; natural attenuation of groundwater contaminants and gas monitoring; and deed restrictions prohibiting residential use and drinking water wells.

Whereas, the parties hereto have agreed to 1) grant a permanent right of access over the Property to the United States, Ohio EPA, and the defendants performing work under a partial consent decree in United States and the State of Ohio, v. Industrial Excess Landfill, Inc. (N.D. Ohio), Case No. 5:89 CV 1988 and 5:91 CV 2559 ("Work Defendants"), and 2) to impose upon the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment.

Now therefore, the Owner, the United States and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns the Industrial Excess Landfill, which is part of the Industrial Excess Landfill, Inc. Site (the "IEL Site" or the "Site"), that the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on June 10, 1986, 51 Fed. Reg. 21054, 21064. Industrial Excess Landfill, Inc. owns a parcel of property located at 12646 Cleveland



Avenue, in Uniontown, Stark County, Ohio Stark County Parcel Number 2200248, which is part of the IEL Site (the "Property"). The Property is more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property"). [Note: For the environmental covenant relating to the Hybud Parcel, referenced in Paragraph 38 of the Consent Decree, the "Property" shall be the Hybud Parcel, not the IEL Parcel.]

3. Owner. Industrial Excess Landfill, Inc. ("Owner") is the owner of the Property.
4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.
5. Activity and Use Limitations/Rights of Access. It is the purpose of this Environmental Covenant to convey property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants. Owner hereby imposes and agrees to comply with the following activity and use limitations, and agrees to provide Ohio EPA, the United States, and the Work Defendants, subject to Paragraph 22, with an irrevocable, permanent and continuing right of access at all reasonable times to the Property for the purposes of:
  - a) Implementing the response actions in the ROD, including but not limited to operation and maintenance of the vegetative cover, groundwater monitoring wells, gas venting system, and perimeter fencing; [The reference to "perimeter fencing" should be included only in the IEL Parcel's environmental covenant, and not the Hybud Parcel's environmental covenant.]
  - b) Verifying any data or information submitted by the Work Defendants;
  - c) Verifying that no action is being taken on the property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;

- d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
  - e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations;
  - f) Implementing additional or new response actions if U.S. EPA, in its sole discretion, after review and comment by Ohio EPA, determines i) that such actions are necessary to protect the environment because either the original remedial action has proven to be ineffective or because new technology has been developed which will accomplish the purposes of the remedial action in a significantly more efficient or cost effective manner; and, ii) that the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.
6. Use Restrictions. Owner shall refrain from using the property in any manner that would interfere with or adversely affect the implementation, integrity or protectiveness of the remedial measures to be performed at the Site, including (i) extracting, consuming, exposing, or using in any way the ground water underlying the Site without the prior written approval of U.S. EPA; (ii) undertaking any type of excavation on the Site without the prior written approval of U.S. EPA; (iii) allowing or conducting any residential use of the Site (iv) or any alternative land use at the Site that is not supported by a risk assessment and has not been approved by U.S. EPA; or (v) other restrictions that U.S. EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed at the Site. [Note: Clause (iv) above should be included only in the IEL Parcel's environmental covenant, and not in the Hybud Parcel's environmental covenant.]
7. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any

Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination or expiration as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

8. Reserved Rights of Owner. The Owner hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and covenants granted herein.
9. Nothing in this document shall limit or otherwise affect U.S. EPA's or Ohio EPA's right to take response actions under CERCLA, the NCP, or other federal or state law.
10. Administrative jurisdiction. The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is U.S. EPA.
11. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 by the United States and Ohio EPA. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA or the United States from exercising any authority under applicable law.
12. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA and U.S. EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.
13. Notice upon conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The

notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 200\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE \_\_\_\_\_ COUNTY RECORDER ON \_\_\_\_\_, 200\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:  
*[Insert the language that describes the activity and use limitations exactly as it appears in the Environmental Covenant.]*

Owner shall notify Ohio EPA and the United States within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

14. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- a) that the Owner is the sole owner of the Property;
- b) that the Owner holds fee simple title to the Property which is *[use either of the following, as appropriate:]*

*free, clear and unencumbered; [or]*

*subject to the interests or encumbrances identified in Exhibit B attached hereto and incorporated by reference herein;*

- c) that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- d) that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- e) that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other

agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

15. Termination Rights. A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer, unless otherwise provided in the Consent Decree.
16. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
17. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.
18. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Stark County Recorder's Office.
19. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Stark County Recorder.
20. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: the United States, Ohio EPA, Stark County, and each person holding a recorded interest in the Property, if any; and any other person designated by Ohio EPA; see ORC § 5301.83.
21. Notice. Unless otherwise notified in writing by or on behalf of the current owner, the United States, or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Enforcement Coordinator  
Division of Emergency & Remedial Response  
Ohio EPA  
P.O. Box 1049  
Columbus, Ohio 43216-1049

Larry Antonelli  
Site Coordinator  
Division of Emergency & Remedial Response  
Northeast District Office  
2110 E. Aurora Road  
Twinsburg, Ohio 44087

[title or position]  
[address]  
[for Owner]

U.S. Environmental Protection Agency  
Superfund Division  
Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3507

22. Expiration. This Environmental Covenant shall terminate and be of no further force or effect if the Consent Decree is entered by the Court but reversed on appeal after entry.

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

Industrial Excess Landfill, Inc.

\_\_\_\_\_  
Signature of Owner[s]

\_\_\_\_\_  
Printed name and Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

ss:

Before me, a notary public, in and for said county and state, personally appeared \_\_\_\_\_, a duly authorized representative of \_\_\_\_\_, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**OHIO ENVIRONMENTAL PROTECTION AGENCY**

\_\_\_\_\_  
Chris Korleski, Director

\_\_\_\_\_  
Date

State of Ohio )

County of Franklin )

ss:

Before me, a notary public, in and for said county and state, personally appeared Chris Korelski, the Director of Ohio EPA, who acknowledged to me that he did execute

the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

U.S ENVIRONMENTAL PROTECTION AGENCY

\_\_\_\_\_  
[insert]

\_\_\_\_\_  
Date

State of Illinois       )  
                                  )  
County of \_\_\_\_\_ )       ss:

Before me, a notary public, in and for said county and state, personally appeared [insert] the \_\_\_\_\_ of Region 5 of the U.S. Environmental Protection Agency, who acknowledged to me that he did execute the foregoing instrument on behalf of the U.S. Environmental Protection Agency.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public